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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DIRECTV, INC., a California corporation,

 Plaintiff,

 vs.

 SAUL CEBALLOS,

 Defendant.

Case No. CV 04-5050 RMW

Hon. Ronald M. Whyte

**STIPULATION FOR VOLUNTARY
 DISMISSAL OF DEFENDANT SAUL
 CEBALLOS AND REQUEST TO RETAIN
 JURISDICTION; [PROPOSED] ORDER
 THEREON**

IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.
 (“DIRECTV”) and Defendant Saul Ceballos (“Defendant”), through their respective counsel of
 record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to
 Fed. R. Civ. P. 41(a)(1). Each of said parties to bear its/his/her own costs and attorney’s fees.

The terms of the Confidential Settlement Agreement dated March 3, 2005
 (“Agreement”) entered into between the Defendant and DIRECTV require installment payments
 from Defendant, the last of which is not due to be received until April 2006. If the Defendant
 does not make any payment under the Agreement when due, DIRECTV is authorized to seek the
 entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of
 Judgment (“Stipulation”) executed by the parties concurrently with the Agreement. The parties
 therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction
 over them by this Court and to reference to a Magistrate Judge in this District for the purpose of

1 enforcing the payment terms of the Agreement, including entering a Judgment against Defendant
2 pursuant to the Stipulation. The parties therefore respectfully request that the Court retain such
3 jurisdiction.

4 DATED: April 7, 2005

Respectfully Submitted,

5 BUCHALTER, NEMER, FIELDS & YOUNGER
6 A Professional Corporation

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9 By: /s/ Kimberly R. Colombo
Kimberly R. Colombo
Attorneys for Plaintiff DIRECTV, Inc.

10 DATED: March 30, 2005

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13 By: /s/ Saul Ceballos
14 Saul Ceballos
Defendant

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(1) Defendant Saul Ceballos is hereby dismissed from this action without prejudice;

(3) The Court shall retain jurisdiction over DIRECTV and Defendant Saul Ceballos to enforce the terms described above of the Settlement Agreement between those parties dated March 3, 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Honorable Ronald M. Whyte
Judge of the United States District Court
Northern District of California